

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

MASSACHUSETTS CARPENTERS CENTRAL
COLLECTION AGENCY, et al

Plaintiffs,

v.

MAYWOOD BUILDERS SUPPLY COMPANY, INC.
and ATLANTIC WOODWORK CORPORATION,

Defendants.

CIVIL ACTION
NO. 05-10635-GAO

AFFIDAVIT OF DAMAGES AND TAXABLE COSTS

Harry Dow, under penalties of perjury, hereby declares as follows:

1. I am presently the Director of plaintiff Massachusetts Carpenters Central Collection Agency (the "Agency").

2. In that capacity I am responsible for receiving the contributions due to certain employee benefit funds (referred to collectively as "the Funds") from employers such as defendant that have entered into collective bargaining agreements with local unions of the United Brotherhood of Carpenters & Joiners of America based in Massachusetts, Vermont, New Hampshire and Maine. Pursuant to those agreements, signatory employers such as defendant have agreed to make contributions and payments to the Agency on behalf of the Funds and the local unions at specified hourly rates for each hour of work covered by the collective bargaining agreements that their employees perform.

3. Defendants Maywood Builders Supply Company, Inc. and Atlantic Woodwork Corporation have failed to make contributions and payments to plaintiffs for hours of work performed by their employees, and the Agency has calculated that defendants are delinquent in their contributions and payments due to the Agency based on those hours of work through August 2002 concerning Maywood and June 2003 concerning Atlantic and the applicable hourly contribution rate or rates in the principal amount of \$17,954.25, for which they are jointly and severally liable.

4. The various collective bargaining agreements referenced above upon which defendants' contribution obligation is based provide for interest on delinquent contributions to be assessed at rates that range between 2% over prime to 6% over prime, depending on the particular agreement pursuant to which the work was performed, and such interest is also expressly mandated by law. 29 U.S.C. §1132(g)(2)(B).

5. The Agency has calculated the interest charges on the principal amount owed to the Agency by Maywood Builders Supply Company, Inc. and Atlantic Woodwork Corporation, based on the applicable interest rate computed to April, 2006 to be \$6,365.30.

6. The various collective bargaining agreements referenced above provide, in addition to interest, for liquidated damages to be assessed on delinquent contributions at the rate of 20% of the principal amount due in the event the plaintiffs are required to sue to collect the delinquency, and such liquidated damages are also expressly mandated by law. 29 U.S.C. §1132(g)(2)(C).

7. The Agency has calculated the liquidated damages of 20% on the principal amount owed to be \$3,590.85.

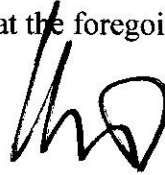
8. The reasonable attorney's fees for instituting and prosecuting this action that are required by the relevant collective bargaining agreements and that are also expressly mandated by law, 29 U.S.C. §1131(g)(2)(D), are \$700.00.

9. The costs incurred by the plaintiff in bringing this action consisting of filing and service fees total \$307.00.

10. The total amount owed to the Massachusetts Carpenters Central Collection Agency by defendants jointly and severally consisting of the separate amounts listed in paragraphs 3 through 9 of this affidavit, totals \$28,917.40.

11. The defendants are neither infants and/or an incompetent persons, nor in the military services of the United States.

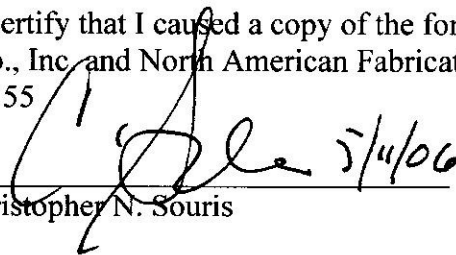
I declare under the penalties of perjury that the foregoing is true and correct this 3rd day of May, 2006.



Harry Dow, Director, Massachusetts
Carpenters Central Collection Agency

CERTIFICATE OF SERVICE

I, Christopher N. Souris, hereby certify that I caused a copy of the foregoing to be mailed this date to Maywood Builders Supply co., Inc and North American Fabricating Corp., 3163 Mystic Valley Parkway, Medford, MA 02155



Christopher N. Souris

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DISTRICT OF MASSACHUSETTS

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Plaintiffs,)	
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v.)	NO. 05-10635-GAO
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MAYWOOD BUILDERS SUPPLY COMPANY, INC. and)	
ATLANTIC WOODWORK CORPORATION,)	
)	
Defendants.)	
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JUDGMENT

O'TOOLE, D.J.

Defendants Maywood Builders Supply Company, Inc. and Atlantic Woodwork Corporation, having failed to plead or otherwise defend in this action and default having been entered on March 27, 2006.

Now, upon application of plaintiffs and a declaration demonstrating that defendant owes plaintiff the sum of \$28,610.40, that defendant is not an infant or incompetent person or in the military service of the United States, and that plaintiffs have incurred costs in the sum of \$307.00, it is hereby

ORDERED, ADJUDGED AND DECREED:

1. That plaintiffs recover from defendants Maywood Builders Supply Company, Inc. and Atlantic Woodwork Corporation, the sum of \$28,917.40 with interest as provided by law.

By the Court,

Deputy Clerk

Dated: _____

NOTE: The post judgment interest rate effective this date is __%.